



Ocean Springs School District Invitation to Submit RFP

Kindergarten-8th Grade Language Arts and Mathematics Instructional Program

The Ocean Springs Board of Education invites you to submit a proposal for Web-Based Language Arts and mathematics Diagnostic Intervention Program with Corresponding Printed Instructional Materials for the 2020-2021 School Year. This invitation will be advertised in the MS Press and specifications and guidelines may be obtained by visiting www.ossdms.org or www.centralclearinghouse.com or obtained in the School Business Office, 2300 Government Street, Ocean Springs, Mississippi, 39564. Official Bid Documents may be downloaded, and electronic bids may be submitted at www.centrauctionhouse.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Electronic submittal is not required, but is encouraged.

Bid & Implementation Timeline:

Posting of Bid Notice to the State Bid Bank	5/6/2020
First Publication of the Bid Notice by the Newspaper	5/6/2020
Second Publication of the Bid Notice by the Newspaper	5/13/2020
Bidder Specification Response Form Return Deadline	5/26/2020, 2:00 PM CDT
Recommendation to the BOT	6/9/2020

RFP's may be submitted electronically by contacting Central Bidding at 225-810-4814 and setting up an account or in person or via postal service of choosing to the Ocean Springs School District Business Office, 2300 Government St. Ocean Springs, MS 39564, ATTN: Amy Armata-Purchasing. RFP submissions are to be in a sealed envelope clearly marked: **RFP-ELA & Math Instructional Program SY21** and returned no later than 2:00 PM CST, May 28, 2020 at which time submissions will be opened in the Ocean Springs School District Business Office located 2300 Government Street, Ocean Springs, MS 39564. The proposal submissions should consist of one (1) complete original (marked) proposal and two (2) copies of the proposal.

Late submissions will not be accepted. The Board reserves the right to reject any and all submissions either in whole or in part, or to reject a bid which is in any way incomplete or irregular and to waive informality or waive any part thereof. Bids are to remain firm for 90 days. The Ocean Springs School District may terminate the contract, in whole or in part; in the event funding is either in proration or otherwise no longer available

- Any questions should be emailed to the Assistant Superintendent of Curriculum and Instruction, Dr. Christopher Williams, cjwilliams@ossdms.org and Purchasing, Amy Armata, aarmata@ossdms.org. Answers to questions will be posted as memos on the following websites: www.ossdms.org and www.centrauctionhouse.com.

Configuration Summary

In 100 words or less, provide a summary of the main components of products/services offered in this proposal.

Pricing

The price quoted in the proposal should be inclusive. Quoted prices should include applicable fees, maintenance costs, as well as a detailed list of excluded fees with a complete explanation of the nature of the fees. OSSD will provide tax exemption certificates for state and federal taxes when applicable. All bids should include item unit prices and total prices. Discrepancies between unit price included in bid proposal and total prices extension will be resolved by considering the unit price as binding and will adjust the total price accordingly. OSSD reserves the right to accept bid proposals on the basis of individual line item or total bid price, whichever will provide the maximum benefit to the school district.

Standard of Quality

Programs and features that refer specifically to certain educational companies are used to convey to prospective bidders the desired feature. However, prospective bidders may submit features and/or programs in lieu of those that may be mentioned, provided that such program or feature is similar in design and purpose and equal in quality unless otherwise indicated. Complete descriptions and specifications must be included for all substitutions. Ocean Springs School District will be the sole judge as to whether or not the program or features offered are equal to that specified

Right to Adjust or Reject Bid Proposals

The Ocean Springs School District reserves the right to reject any or all bid proposals of any company or vendor and to waive formalities. Furthermore, Ocean Springs School District reserves the right to adjust quantities of materials/resources involved under any item in accordance with the unit prices submitted as part of the proposal.

All awards will be based upon availability of funds. Ocean Springs School District reserves the right to terminate or modify any part of this procurement process at any time and for any reason; to award one (1) contract or multiple contracts; to negotiate changes; to make no awards; and to issue new and/or revised policies and clarifications at any time. If it becomes necessary to revise any part of the advertised bid, addenda will be provided to all companies/vendors who received the original advertised bid packet through written communication delivered by the United States Postal Service and/or by e-mail.

Delivery of Services

All programmatic components and services to be furnished shall be installed by July 17, 2020.

Presentations

Vendors may be required to make an oral presentation to the Ocean Springs School District evaluators if clarification of a bid proposal is necessary to make a proper evaluation. A company's original bid proposal cannot be changed in any aspect as a result of an oral presentation. The oral presentation is only intended to provide an opportunity for vendors to clarify specific portions of their proposal. Oral presentations will be arranged at the discretion of Ocean Springs School District and will be by invitation only.

References

References from three (3) K-12 educational institutions or institutions of higher learning currently being serviced for which comparable products or services have been provided and/or performed must be included in the proposal. The reference list must include the organizations' names, contact persons, addresses, and phone numbers.

Evaluation and Awarding of Bid

The bid award will be based on quality of response, company/vendor qualifications and references, proposal plan, and cost with priority given to best values considering price, conformance to specifications, and ability to deliver products, features, and services within the allotted timeframe. All submitted proposals will be reviewed and evaluated by school district officials who have a legitimate interest in the products and/or services.

All prospective vendors will be notified of the decision regarding the bid award.

Web-Based Language Arts and Mathematics Diagnostic Intervention Program with Corresponding Printed Instructional Materials Specifications

The following specifications are intended to define the minimum requirements of an acceptable reading and mathematics diagnostic intervention supplemental program. The vendor is responsible for providing documentation that the web-based program meets the requirements at the time the bid proposal is opened. Compliance must exist at the time of the bid opening. Lack of documentation will constitute non-compliance with the requirements, will be considered incomplete, and will be rejected.

Next to the specification listed, check if the products, features, or services you provide "does not meet" or "meets" the specification.

#	Specification	Does Not Meet	Check if Met	Points
1	Online and offline lessons, activities, and assessments designed to meet the rigor of the Mississippi College-and-Career-readiness Standards (MCCRS) that target English-Language Arts instruction to the sub-skill level			20 points
2	Online and offline lessons, activities, and assessments designed to meet the rigor of the Mississippi College-and-Career-readiness Standards (MCCRS) that target English-Mathematics instruction to the sub-skill level			20 points
3	Appropriate embedded scoring procedures and printable reports including student, class, school, and district level real-time reporting			10 points
4	Acceptable normed statistical characteristics including evidence of validity and reliability as well as appropriateness of use with all students			20 points
5	Online, vendor hosted, adaptable diagnostic assessment for students in grades K-8 in English-Language Arts on the Mississippi Department of Education approved list of universal screeners			15 points
6	Online, vendor hosted, adaptable diagnostic assessment for students in grades K-8 in Mathematics on the Mississippi Department of Education approved list of universal screeners			15 points
7	Online customizable learning progressions for individuals students, classes, and grade levels with instructional grouping capabilities			10 points
8	Automated individual learning progressions that are supported with computer-assisted instruction, which also provide and assign additional point-of-use instructional support material and activities based on skill progression.			20 points

9	Longitudinal data reports available for multiple years for individual students, instructional groups, class, school, and district levels			5 points
10	User-friendly reporting system with easy-to-read reports with standard and flexible performance level bands			5 points
11	Addresses the 5 components of reading at the appropriate level: comprehension, phonics, phonemic awareness, vocabulary, and fluency			5 points
12	Addresses at least 3 components of mathematics at the appropriate level: numeracy, computation, and problem solving			5 points
13	Addresses Response to Intervention requirements by providing online progress monitoring assessments with flexible scheduling weekly or monthly as needed			10 points
14	Emphasis on complex, authentic texts with informational and literary texts included equally and separately			5 points
15	Supports the eight mathematical practices with a focus on conceptual math understanding and procedural fluency			5 points
16	Online instruction must provide the ability for teachers/administrators to customize the sequence of instruction for enrichment or remediation across grade levels			10 points
17	Offline accessibility to paper/pencil teacher and student supplemental resources aligned to the MCCRS for Mathematics and English Language Arts across grade levels			10 points
18	Online accessibility to printable teacher and student resources aligned to MCCRS for Mathematics and English Language Arts across grade levels			10 points
19	Compatible with Chrome OS 64 or greater; iOS 11.3 or greater, MAC OS 10 or greater, and Windows 10 or greater			10 points

20	Data must be protected under Student Confidentiality and Privacy Rights			10 points
21	API with automated data sync daily or with custom scheduling with Student Information System			10 points
22	Provides unlimited customer service and technology support at no cost			10 points
23	Vendor must provide onsite professional development and ongoing support for teachers and administrators to assist with fidelity or implementation			10 points

Vendor Profile and Questions

Provide a brief history and description of your company/organization including years in business and total number of employees.

Product Overview

Provide a brief overview of your product solution addressed in this bid that outlines how the product meets the specifications in Section III on page 7.

Professional Learning Support Systems

Describe the professional development services provided with the product. Be sure to indicate whether the services are imbedded, onsite, virtual, etc.

Research Foundation

Describe your product's research base to include in-house and third-party studies that outline significant findings. Include recommended usage to obtain desired results.

Quality Control

Describe your ability to provide consistent support of the program for an extended period.

Describe your policy and/or procedures for addressing the obsolescence of key components when under contract and when no longer under contract.

By what means does your company alert customers of impending program feature changes or upgrades?

How often are components/features upgraded?

Customer Support

Describe your company's support capabilities as it relates to the product and performance including the hours of availability.

Describe in detail your customer support. Is it located within the boundaries of the United States?

Is it staffed with employees or third-party contractors?

STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District and owner shall be synonymous. The terms BID and Proposal shall be synonymous.

- 1. Purchases:** Every purchase by the Ocean Springs school District of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheets/s.
- 2. Gratuities:** The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller. Prohibition against Personal Interest in Bids: If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's BID. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.
- 3. Special Tools and Test Equipment:** If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.
- 4. Warranty and Price:** The price to be paid by the District shall be contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 5. Warranty Products:** Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.
- 6. Safety Warranty:** Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.
- 7. No Warranty by District against Infringements:** As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void. The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.
- 8. Commitment of Current Revenue:** The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only.
- 9. Advertising:** Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

10. Right to Assurance: Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.

11. Independent Contractor: Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District.

12. Hold Harmless: Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnitees") against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

13. Assignment Delegation: No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

14. Waiver: No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

15. Modifications: The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

16. Modification to Specifications: Any and all variances from the items specified must be submitted in writing to the Business Office in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

17. Non-Resident Vendors: Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding Bids. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

18. Applicable Law: This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Jackson, Mississippi and the City of Ocean Springs, Mississippi and the policies and procedures of the Ocean Springs School District.

19. Interpretation Evidence: The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

20. E-Verify Program: Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller

further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

21. Venue: Both parties agree that venue for any litigation arising from this BID shall lie in Jackson County, Mississippi.

22. Payments: No partial payments will be given for services/products until the job/order is complete.

Proposal Assurances

We do furnish and deliver the services and products as listed in the proposal according to your specifications and quantities at the unit prices listed. These prices will be guaranteed until _____ (please enter date).

Both unit prices and total prices have been submitted with the understanding that we will be responsible for making complete delivery accordingly. We also agree not to request permission to withdraw our bid after bids have been publically opened.

The undersigned hereby certifies that I am an individual authorized to act on behalf of the company in submitting this Request for Proposal and Assurances. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for denying the applicant's request for approval.

The items should be included in your response to ELA and Math Instructional Program SY21:

- _____ Original marked bid proposal
- _____ Submission Cover Sheet and Summary
- _____ Proposal Guidelines and Requirements
- _____ Program Specifications
- _____ Vendor Profile and Questions
- _____ IRS W-9 Form
- _____ Proposal Exception Summary Form if applicable
- _____ 2 copies of the proposal
- _____ References
- _____ Posted Addend if applicable

BID SUBMITTED BY:

Name of Company

Federal Tax ID

Date of Bid

Mailing Address of Company

Typed Name and Position of Representative

City, State, Zip Code

Signature of Representative

Telephone Number

Email Address